

SECOND SUPPLEMENTAL TRUST INDENTURE

Dated as of April 1, 2015

by and between

UTAH CHARTER SCHOOL FINANCE AUTHORITY
as Issuer

and

ZIONS FIRST NATIONAL BANK
as Trustee

\$_[_____]
Utah Charter School Finance Authority
Charter School Revenue Bonds
(Utah Charter Academies Project)
Series 2015

SECOND SUPPLEMENTAL TRUST INDENTURE

This SECOND SUPPLEMENTAL TRUST INDENTURE, dated as of April 1, 2015 (the “Second Supplemental Indenture”), by and between UTAH CHARTER SCHOOL FINANCE AUTHORITY (the “Issuer”), a body politic and corporate organized and existing under the laws of the State of Utah (the “State”) formerly known as the State Charter School Finance Authority, and ZIONS FIRST NATIONAL BANK (the “Trustee”), a national banking association duly organized and existing under the laws of the United States of America, with a principal corporate trust office located in Salt Lake City, Utah and authorized under such laws to accept and execute trusts of the character herein set out.

WITNESSETH:

WHEREAS, pursuant to the Charter School Financing Act, Title 53A, Chapter 20b, Utah Code Annotated 1953, as amended and the Utah Industrial Facilities and Development Act, Title 11, Chapter 17, Utah Code Annotated 1953, as amended (together, the “Act”), the Issuer is authorized to issue revenue bonds to finance the acquisition, construction or rehabilitation of buildings, structures, property and equipment owned, or to be acquired by, a charter school for any of its educational purposes; and

WHEREAS, Utah Charter Academies, a Utah nonprofit corporation, dba American Preparatory Academy of Draper, dba American Preparatory Academy – Draper 2, dba American Preparatory Academy and the School for New Americans and dba American Preparatory Academy Accelerated School (the “Borrower”) is a nonprofit corporation organized under the laws of the State and authorized to do business as a charter school in the State under Title 53A, Chapter 1a, Part 5, Utah Code Annotated, as amended (the “Utah Charter Schools Act”), and has requested that the Issuer issue its bonds and loan the proceeds therefrom to the Borrower to (a) assist in financing or refinancing the acquisition, construction and/or equipping of (i) the Expansion Project (as such term is defined in the First Amendment to Loan Agreement dated as of June 1, 2012 between the Issuer and the Borrower, and as such term is redefined herein as the “West Valley Expansion Campus”), (ii) additional charter school facilities and the related site located at 12892 S. Pony Express Road in Draper, Utah (the “Draper 1 Campus”), (iii) additional charter school facilities and the related site located at 11938 S. Lone Peak Parkway, Draper, Utah (the “Draper 2 Campus”) and (iv) an expansion to the Accelerated Charter Campus (the “Accelerated Phase 3 Addition” and together with the Expansion Project, the Draper 1 Campus and the Draper 2 Campus, the “Series 2015 Facilities”) each to be owned and operated by the Borrower, (b) fund a Debt Service Reserve Fund as set forth herein, and (c) pay certain issuance expenses (collectively, the “Series 2015 Project”); and

WHEREAS, the Issuer, previously issued its Charter School Revenue Bonds (Utah Charter Academies Project) Series 2010 (Taxable Qualified School Construction Bonds) in the original aggregate principal amount of \$8,017,250 (the “Series 2010 Bonds”) pursuant to a Trust Indenture, dated as of December 1, 2010 (the “Original

Indenture”) as subsequently supplemented by a First Supplemental Trust Indenture, dated as of June 1, 2012 (the “First Supplemental Indenture” and together with the Original Indenture and this Second Supplemental Indenture, the “Indenture”) each between the Issuer and the Trustee; and

WHEREAS, in order to finance the cost of the Series 2015 Project, the Issuer has agreed to issue its \$[_____] Charter School Revenue Bonds (Utah Charter Academies Project) Series 2015 (the “Series 2015 Bonds”) as Additional Bonds pursuant to and secured by the Indenture; and

WHEREAS, the Series 2015 Bonds and the authentication certificates are to be substantially in the form of Exhibit A hereto, with such necessary or appropriate variations, omissions and insertions as permitted or required by the Indenture; and

WHEREAS, all things necessary to make the Series 2015 Bonds, when authenticated by the Trustee and issued as provided in the Indenture, the valid, binding and legal obligations of the Issuer and to constitute the Indenture a valid, binding and legal instrument for the security of the Bonds, have been done and performed, and the creation, execution and delivery of this Second Supplemental Indenture, and the execution and issuance of the Series 2015 Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1. Supplemental Indenture. This Second Supplemental Indenture is supplemental to, and is adopted in accordance with and pursuant to Article X of the Original Indenture for the issuance of the Series 2015 Bonds as Additional Bonds.

Section 1.2. Uniform Definitions. Unless the context clearly requires otherwise and except as otherwise defined in Section 1.3 hereof, all terms used herein shall have the meanings set forth in Article I of the Original Indenture and Article I of this Second Supplemental Indenture.

Section 1.3. Amended and Restated Definitions. The following definitions contained in Article I of the Original Indenture are hereby amended and restated to read as follows:

“Act” means the Charter School Financing Act, Title 53A, Chapter 20b, Utah Code Annotated 1953, as amended and the Utah Industrial Facilities and Development Act, Title 11, Chapter 17, Utah Code Annotated 1953, as amended.

“Custodial Agreement” means the Custodial Agreement dated as of December 1, 2010, as amended by the First Amendment to Custodial Agreement dated as of June 1,

2012 and a Second Amendment to Custodial Agreement dated as of April 1, 2015, each by and between the Trustee as custodian and the Borrower.

“Debt Service Reserve Fund Requirement” means, (i) initially with respect to the Series 2010 Bonds, \$0, (ii) with respect to the Series 2015 Bonds \$[_____], and (iii) as to a Series of Additional Bonds, the Debt Service Reserve Fund Requirement related to such Series of Additional Bonds as set forth in a Supplemental Indenture.

“Facilities” means the Series 2010 Facilities, the Series 2015 Facilities and all related land, buildings and equipment owned or leased by the Borrower at any time for purposes of housing charter school operations of the Borrower at the Series 2010 Facilities or Series 2015 Facilities.

“Indebtedness” means (a) indebtedness incurred or assumed by the Borrower for borrowed money or for the acquisition, construction or improvement of the Series 2010 Facilities, the Series 2015 Facilities or property related thereto other than goods that are acquired in the ordinary course of business of the Borrower, including indebtedness subordinate as to security and payment to other Indebtedness, (b) lease obligations of the Borrower that, in accordance with Generally Accepted Accounting Principles, are shown on the liability side of a balance sheet, (c) all indebtedness (other than indebtedness otherwise treated as Indebtedness hereunder) for borrowed money for the acquisition, construction or improvement of the Series 2010 Facilities, the Series 2015 Facilities or property related thereto or capitalized lease obligations guaranteed, directly or indirectly, in any manner by the Borrower, or in effect guaranteed, directly or indirectly, by the Borrower through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered), or otherwise; and (d) all indebtedness secured by any mortgage, lien, charge, encumbrance, pledge or other security interest upon the Series 2010 Facilities, the Series 2015 Facilities or property related thereto owned by the Borrower whether or not the Borrower has assumed or become liable for the payment thereof. For the purpose of computing “Indebtedness,” there shall be excluded any particular Indebtedness if, upon or prior to the maturity thereof, there shall have been deposited with the proper depository in trust the necessary funds (or evidences of such Indebtedness or investments that will provide sufficient funds, if permitted by the instrument creating such Indebtedness) for the payment, redemption or satisfaction of such Indebtedness; and thereafter such funds, evidences of Indebtedness and investments so deposited shall not be included in any computation of the assets of the Borrower, and the income from any such deposits shall not be included in the calculation of Net Income Available for Debt Service.

“Interest Payment Date” means (i) with respect to the Series 2010 Bonds, each March 15, June 15, September 15 and December 15, commencing March 15, 2011, (ii) with respect to the Series 2015 Bonds, each April 15, and October 15, commencing

[October 15, 2015] or (iii) any other dates as specified in a Supplemental Indenture with respect to any series of Additional Bonds.

“Issuer’s Administration Fee” means (i) with respect to the Series 2010 Bonds, the Issuer’s administration fee payable on the issuance of the Series 2010 Bonds in an amount equal to \$0, (ii) with respect to the Series 2015 Bonds, the Issuer’s administration fee payable on the issuance of the Series 2015 Bonds in the amount of 1.5% of the original principal amount of the Series 2015 Bonds at Issuance, and (iii) with respect to any Additional Bonds, the Issuer’s Administration Fee payable in connection with the issuance of such Additional Bonds.

“Issuer’s Unassigned Rights” means the rights of the Issuer to (a) inspect books and records, (b) give or receive notices, approvals, consents, requests, and other communications, (c) receive payment or reimbursement for expenses or appropriations under the Credit Enhancement Program, (d) receive payment of the Issuer’s Administration Fee and the Issuer’s Annual Fee, (e) immunity from and limitation of liability, (f) indemnification from liability by the Borrower, (g) take any action as provided under the Credit Enhancement Program, and (h) security for the Borrower’s indemnification obligation.

“Land” means, collectively, the real estate, interests in real estate, and other real property rights described in Exhibit A to the Agreement, as amended by the First Amendment to Loan Agreement and in Exhibit A to the Second Amendment to the Loan Agreement, together with all real estate, interests in real estate, interest in real property, and other real property rights made a part of the Land in connection with the substitution of such real estate and other real property rights pursuant to the Agreement or as the result of replacement of property taken in condemnation, or otherwise, less such real estate, interests in real estate and other real property rights released under the provisions of the Agreement or taken by the exercise of the power of eminent domain as provided in Section 7.1 of the Agreement.

“Mortgage” means collectively, (i) the Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated December 30, 2010, as amended by the Amendment to Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of June 20, 2012, and the Second Amendment to Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated as of April 1, 2015 each among the Trustee, as beneficiary, the Borrower, as trustor, and the Title Company, as trustee, and (ii) the Series 2015 Mortgage, and any other modification to such Mortgages, and any other deed of trust delivered by the Borrower to the Issuer in connection with the issuance of Additional Bonds or to provide additional security to the Issuer.

“Net Income Available for Debt Service for Issuer’s Requirements” means, for any period of determination thereof, Pledged Revenues of the Borrower for such period plus proceeds of Indebtedness set aside for the payment of interest on the Bonds, minus its total Operating Expenses for Issuer’s Requirements for such period.

“Pledged Revenues” means, State Payments received by the Borrower plus all revenues, rentals, fees, third-party payments, receipts, donations, contributions or other income of the Borrower attributable to or derived from the Leverage Loan, the Series 2010 Facilities and the Series 2015 Facilities to the extent permitted thereby and by law, including accounts receivables or other rights to receive such revenues, including, without limitation, proceeds derived from insurance, condemnation proceeds, accounts, contract rights and other rights and assets, whether now or hereafter owned, held or possessed by the Borrower; and all gifts, grants, bequests and contributions (including income and profits therefrom) to the extent permitted by the terms thereof and by law.

“Principal Payment Date” or “sinking fund payment date” means (i) with respect to the Series 2010 Bonds, each date on which any principal payment may be due, (ii) with respect to the Series 2015 Bonds, each [April][October] 15, commencing [April][October] 15, 20[___], and (iii) as to a Series of Additional Bond, the Principal Payment Date or sinking fund date established for that Series of Bonds in the related Supplemental Indenture.

“Project” means, individually or collectively, as the context requires, the Series 2010 Project, the Series 2015 Project, and any other Series Project which is part of the acquisition, construction, improvement and equipping of a charter school facility owned or leased by the Borrower.

“Promissory Notes” or “Notes” means, the Series 2010 Note and the Series 2015 Note, together with any promissory note or notes delivered by the Borrower to the Issuer in connection with the issuance of Additional Bonds, as provided in the related Loan Agreement.

“State Payments” means any and all payments made by the State to the Borrower relating to the Accelerated Charter Campus (including the Accelerated Phase 3 Addition), the Expansion Facilities, the Draper 1 Campus and the Draper 2 Campus pursuant to the Charter Schools Act which are permitted to be used as Pledged Revenues, and specifically excluding State Payments relating to the SNA Campus, the Draper 2 Phase 2 Campus or any additional campus owned or operated by the Borrower.

Section 1.4. Additional Definitions. In addition, for purposes of the Original Indenture and this Second Supplemental Indenture, the following terms shall, unless the context clearly requires otherwise, have the meanings as follows:

“Accelerated Phase 3 Addition” means the improvements to the Accelerated Charter Campus to be financed with a portion of the proceeds of the Series 2015 Bonds.

“Credit Enhancement Program” means the Charter School Credit Enhancement Program established under Part 2 of the Charter School Financing Act, Title 53A, Chapter 20b Utah Code Annotated 1953, as amended.

“Draper 1 Campus” means the charter school facilities and related land located at 12892 S. Pony Express Road in Draper, Utah.

“Draper 2 Campus” means the charter school facilities and related land located at 11938 S. Lone Peak Parkway, Draper, Utah.

“Draper 2 Phase 2 Campus” means the charter high school facilities to be constructed on property adjacent to the Draper 2 Campus.

“Issuer’s Annual Fee” means the Issuer’s annual fee in an annual amount equal to 0.20% of the then outstanding principal amount of the Series 2015 Bonds and any Additional Bonds as may be issued under the Credit Enhancement Program payable to the Issuer on July 1 of each year such Bonds are outstanding from the Expense Fund, commencing July 1, 2015; provided, however, that if the Borrower fails to meet any of its covenants contained in the Borrower Documents or in its charter contract, the Issuer may increase the Issuer’s Annual Fee up to an annual amount equal to 0.50% of the outstanding principle amount of the Bonds.

“Management Consultant” means a firm of Independent professional management consultants, an Independent school management organization or an Independent financial advisor, knowledgeable in the operation of public or private schools and having a favorable reputation for skill and experience in the field of public or private school management consultation.

“Net Income Available for Debt Service for Issuer’s Requirements” means for any period of determination thereof, Pledged Revenues for Issuer’s Requirements of the Borrower for such period plus proceeds of Indebtedness set aside for the payment of interest on the Bonds, minus its total Operating Expenses for Issuer’s Requirements for such period.

“Non-Appropriation” means (i) the Issuer does not timely certify to the governor of the State the amount, if any, required to restore amounts on deposit in the Series 2015 Debt Service Reserve Account of the Debt Service Reserve Fund to the Debt Service Reserve Fund Requirement with respect to the Series 2015 Bonds, (ii) the governor does not timely request from the legislature of the State an appropriation at least equal to the certified amount, or (iii) the legislature of the State does not appropriate money to the Issuer under the Credit Enhancement Program to restore amounts on deposit in the Series 2015 Debt Service Reserve Account of the Debt Service Reserve Fund to the Debt Service Reserve Fund Requirement with respect to the Series 2015 Bonds.

“Operating Expenses for Issuer’s Requirements” means fees and expenses of the Borrower, incurred with respect to any of the Borrower’s charter school campuses and related facilities, including maintenance, repair expenses, utility expenses, real estate taxes, insurance premiums, administrative and legal expenses, miscellaneous operating expenses, advertising costs, payroll expenses (excluding taxes), the cost of material and supplies used for current operations of the Borrower, the cost of vehicles, equipment leases and service contracts, taxes upon the operations of the Borrower not otherwise mentioned herein, charges for the accumulation of appropriate reserves for current expenses not annually recurrent, but which are such as may reasonably be expected to be incurred in accordance with Generally Accepted Accounting Principles, all in such

amounts as reasonably determined by the Borrower; provided, however, “Operating Expenses for Issuer’s Requirements” shall not include (i) any allowance for depreciation, (ii) spending for items accounted for as capital expenditures under Generally Accepted Accounting Principles, (iii) interest costs on the Bonds, or (iv) facility lease payment costs.

“Pledged Revenues for Issuer’s Requirements” means all revenues, rentals, fees, third-party payments, receipts, donations, contributions or other income of the Borrower received with respect to any of the Borrower’s charter school campuses, including accounts receivables or other rights to receive such revenues, including, without limitation, proceeds derived from insurance, condemnation proceeds, accounts, contract rights and other rights and assets, whether now or hereafter owned, held or possessed by the Borrower; and all gifts, grants, bequests and contributions (including income and profits therefrom) to the extent permitted by the terms thereof and by law.

“Second Amendment to the Loan Agreement” shall mean the Second Amendment to the Loan Agreement dated as of April 1, 2015, between the Borrower and the Issuer.

“Second Supplemental Indenture” shall mean this Second Supplemental Trust Indenture dated as of April 1, 2015, between the Issuer and the Trustee.

“Series 2010 Bond Interest Account” means the account of that name established within the Bond Interest Fund.

“Series 2015 Bond Interest Account” means the account of that name established within the Bond Interest Fund.

“Series 2010 Bond Principal Account” means the account of that name established within the Bond Principal Fund.

“Series 2015 Bond Principal Account” means the account of that name established within the Bond Principal Fund.

“Series 2015 Bond Purchase Agreement” means the Bond Purchase Agreement among the Issuer, the Borrower and the Underwriter dated as of February [___], 2015.

“Series 2015 Bonds” means the Issuer’s Charter School Revenue Bonds (Utah Charter Academies Project) Series 2015 authorized by, and at any time outstanding pursuant to, the Indenture.

“Series 2010 Debt Service Reserve Account” means the account of that name established within the Debt Service Reserve Fund.

“Series 2015 Debt Service Reserve Account” means the account of that name established within the Debt Service Reserve Fund.

“Series 2015 Mortgage” means collectively, the Deeds of Trust Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated as of April 1, 2015,

among the Trustee, as beneficiary, the Borrower, as trustor, and the Title Company, as trustee, pursuant to which the Borrower will grant to the Trustee a first priority fee simple interest in the Draper 1 Campus and the Draper 2 Campus, and a second priority fee simple interest in the West Valley Expansion Campus, and any other modification to such Series 2015 Mortgage.

“Series 2015 Facilities” means the charter school Buildings and the related Land located at the West Valley Expansion Campus, the Draper 1 Campus, the Draper 2 Campus and the Draper 2 Phase 2 Campus.

“Series 2015 Project” means (i) financing the costs of acquiring, constructing, improving and furnishing the Series 2015 Facilities, (ii) the funding of the Series 2015 Debt Service Reserve Account of the Debt Service Reserve Fund as set forth in the Indenture, (iii) paying capitalized interest on the Series 2015 Bonds and (iv) paying certain issuance expenses of the Series 2015 Bonds.

“Series 2015 Project Account” means the account of that name established within the Project Fund.

“Series 2015 Promissory Note” means the Series 2015 Promissory Note, executed by the Borrower in the aggregate principal amount of \$[_____] and made payable to the order of the Issuer.

“Underwriter” means Robert W. Baird & Co. Incorporated, its successors and assigns, or such other underwriter as is approved by the Issuer.

ARTICLE II

ISSUANCE OF THE SERIES 2015 BONDS

Section 2.1. Principal Amount, Designation and Series. The Series 2015 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to finance the costs of the Series 2015 Project. The Series 2015 Bonds shall be limited to \$[_____] in aggregate principal amount, shall be issued in fully registered form in Authorized Denominations, shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2015 Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title, “Utah Charter School Finance Authority Charter School Revenue Bonds (Utah Charter Academies Project) Series 2015”.

Section 2.2. Date, Maturities and Interest. The Series 2015 Bonds shall be dated as of the Closing Date of the Series 2015 Bonds. The Series 2015 Bonds shall bear interest on the basis of a 360-day year, consisting of twelve 30-day months, from their date of issuance until payment of principal has been made or provided for, payable on each Interest Payment Date, except that Series 2015 Bonds which are reissued upon transfer, exchange or other replacement shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or if no interest has

been paid, from the date of the Bonds. The Series 2015 Bonds shall be issued in the principal amounts of, shall bear interest at the rates, and shall mature on the dates as set forth below:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Initial Interest Rate</u>
	\$_[_____]	%

Section 2.3. Redemption.

(a) Optional Redemption. The Series 2015 Bonds shall be subject to optional redemption by the Issuer, at the written direction of the Borrower, in whole or in part, on any Business Day, on or after [_____, 20__] at the redemption price equal to the principal amount thereof, plus accrued interest, if any, to the date fixed for redemption.

(b) Mandatory Sinking Fund Redemption. The Series 2015 Bonds are subject to mandatory sinking fund redemption on the dates set forth below, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date from amounts on deposit in the Bond Principal Fund as follows:

<u>Date</u>	<u>Principal Amount</u>	<u>Date</u>	<u>Principal Amount</u>
-------------	-------------------------	-------------	-------------------------

* Maturity Date

(c) Redemption of Bonds Upon Damage, Destruction, Condemnation or Failure to Complete. The first paragraph of Section 5.2 of the Original Indenture is hereby amended and restated in its entirety as follows:

Prior to the payment in full of the Leverage Loan, the Series 2015 Bonds may be redeemed at the option and upon the direction of the Borrower to the Issuer and the Trustee, in whole or in part on any Business Day from and to the extent of funds on deposit under this Indenture and available for this purpose at a redemption price equal to the principal amount of each Series 2015 Bond to be redeemed plus accrued interest to the redemption date, upon the occurrence of any of the events set forth in (i), (ii) or (iii) below. At such time as the Leverage Loan has been paid in full, any of the Bonds may be redeemed at the option and upon the direction of the Borrower to the Issuer and the Trustee, in whole or in part on any Business Day from and upon the direction of the Borrower to the Issuer and the Trustee, in whole or in part on any Business Day from and to the extent of funds on deposit under this Indenture and available for this purpose at a redemption price equal to the principal amount of each Bond to be redeemed plus accrued interest to the redemption date, upon the occurrence of any of the following events:

(d) Redemption Upon Failure to Reimburse the Issuer under the Credit Enhancement Program. The Series 2015 Bonds are subject to redemption at par, in whole, from amounts deposited by or on behalf of the Issuer as soon as is practicable following the Trustee's receipt of notice from the Issuer of an uncured default under the Agreement for failure by the Borrower to reimburse the Issuer for any appropriation received on behalf of the Borrower from the State under the Credit Enhancement Program. In such event, the Series 2015 Bonds, in an amount equal to the Borrower's loan obligation, shall be called for redemption as set forth in Section 5.5 in the Original Indenture.

(e) Redemption of Bonds as set forth in the Original Indenture. Except as otherwise provided in Section 2.3 herein, the Series 2015 Bonds are subject to redemption as provided in the Original Indenture.

Section 2.4. Delivery of Series 2015 Bonds. Upon the execution and delivery of this Second Supplemental Indenture, the Issuer shall execute and deliver the Series 2015 Bonds to the Trustee, and the Trustee shall authenticate the Series 2015 Bonds and deliver them to the initial purchaser thereof as directed by the Issuer and as hereinafter in this Section provided.

Prior to the delivery by the Trustee of any of the Series 2015 Bonds, there shall have been filed with or delivered to the Trustee the following:

(a) a resolution duly adopted by the Issuer, authorizing the execution and delivery of the Second Amendment to the Loan Agreement, the Series 2015 Bond Purchase Agreement and this Second Supplemental Indenture and the issuance of the Series 2015 Bonds;

(b) a duly executed copy of this Second Supplemental Indenture, the Second Amendment to the Loan Agreement and the Series 2015 Mortgage;

(c) the Series 2015 Promissory Note duly executed by the Borrower and duly endorsed by the Issuer to the order of the Trustee;

(d) the written order of the Issuer as to the delivery of the Series 2015 Bonds, signed by an Authorized Representative of the Issuer;

(e) an opinion of Bond Counsel substantially to the effect that the Series 2015 Bonds constitute legal, valid and binding obligations of the Issuer in accordance with their terms and are secured under the Indenture equally and on a parity with all other Bonds outstanding under the Indenture and that interest on the Series 2015 Bonds will be excludable from gross income for federal income tax purposes;

(f) a binding commitment to issue a lender's policy of title insurance as required by Section 4.9 of the Agreement;

(g) opinion of counsel with respect to the Borrower in form and substance acceptable to the Issuer, Trustee and Bond Counsel;

(h) with respect to the Accelerated Phase 3 Addition, an assignment of construction contract, architect's contract and a commitment for a payment and performance bond of the contractor;

(i) either evidence of Investment Grade Rating on the Series 2015 Bonds or a letter of each Beneficial Owner regarding the Series 2015 Bonds in Substantially the form attached to the Original Indenture as Exhibit D, acceptable to the Issuer; and

(j) a Phase I Report acceptable to the Issuer; and

(k) such other documents and opinions of counsel as the Issuer, the Purchaser, the Trustee or Bond Counsel may reasonably request;

Section 2.5. Limited Obligation. THE SERIES 2015 BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE TRUST ESTATE, DO NOT GIVE RISE TO A GENERAL OBLIGATION OR LIABILITY OF THE ISSUER OR CHARGE AGAINST ITS GENERAL CREDIT AND SHALL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER. THE SERIES 2015 BONDS DO NOT CONSTITUTE A DEBT, LIABILITY OR LOAN OF CREDIT OR A PLEDGE OF THE FULL FAITH AND CREDIT OR TAXING POWER OF THE STATE OF UTAH OR OF ANY POLITICAL SUBDIVISION THEREOF. THE ISSUANCE OF THE BONDS SHALL NOT DIRECTLY, INDIRECTLY OR CONTINGENTLY, OBLIGATE THE ISSUER, THE STATE OF UTAH OR ANY AGENCY, INSTRUMENTALITY OR POLITICAL

SUBDIVISION THEREOF TO LEVY ANY FORM OF TAXATION THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT.

NOTWITHSTANDING ANY OTHER PROVISION OF THE INDENTURE OR THE SERIES 2015 BONDS, NEITHER THE BORROWER, THE TRUSTEE NOR ANY REGISTERED OWNER SHALL LOOK TO THE ISSUER FOR DAMAGES SUFFERED BY THE BORROWER, THE TRUSTEE OR SUCH REGISTERED OWNER AS A RESULT OF THE FAILURE OF THE ISSUER TO PERFORM, FAIL TO PERFORM OR INSUFFICIENTLY PERFORM ANY COVENANT, UNDERTAKING OR OBLIGATION UNDER THE ISSUER DOCUMENTS OR ANY OF THE OTHER DOCUMENTS REFERRED TO IN THE INDENTURE, NOR AS A RESULT OF THE INCORRECTNESS OF ANY REPRESENTATION MADE BY THE ISSUER IN ANY OF SUCH DOCUMENTS, NOR FOR ANY OTHER REASON.

Section 2.6. All Bonds Equally and Ratably Secured by Trust Estate; Limited Obligation of Bonds and Pledges Securing the Same. The first paragraph of Section 2.2 of the Original Indenture is hereby amended and restated in its entirety as follows:

All Bonds issued under this Indenture and at any time Outstanding shall in all respects be equally and ratably secured hereby, without preference, priority or distinction on account of the date or dates or the actual time or times of the issue or maturity of the Bonds, so that all Bonds at any time issued and Outstanding hereunder shall have the same right, lien and preference under and by virtue of this Indenture, and shall all be equally and ratably secured hereby, except that (i) the 2010 Bond Principal Account, the 2010 Bond Interest Account and the 2010 Debt Service Reserve Account shall only secure the Series 2010 Bonds and shall not secure in any manner the Series 2015 Bonds; (ii) the Series 2015 Bond Principal Account, the 2015 Bond Interest Account and the Series 2015 Debt Service Reserve Account shall only secure the Series 2015 Bonds and shall not secure in any manner the Series 2010 Bonds; and (iii) the Series 2010 Bonds and the Series 2015 Bonds shall be redeemed by insurance and condemnation proceeds received as set forth in Section 5.2 of the Indenture.

Section 2.7. Addition Bonds Authorized. The following paragraph is hereby added to the end of Section 2.11 of the Original Indenture as follows:

Notwithstanding anything to the contrary contained in this Section 2.11, so long as the Series 2015 Bonds or any Additional Bonds issued pursuant to the Credit Enhancement Program remain Outstanding, all Additional Bonds issued hereunder must be issued under the Credit Enhancement Program unless otherwise approved by the Issuer.

ARTICLE III

FUNDS AND ACCOUNTS

Section 3.1. Creation of Series 2015 Accounts. Notwithstanding anything in the Indenture to the contrary, the Trustee may create such accounts and subaccounts

under the Indenture as shall be necessary or desirable to provide for the accounting and application of moneys in accordance with the Indenture. In connection with the issuance of the Series 2015 Bonds, there is hereby established with the Trustee (i) a Series 2010 Bond Principal Account within the Bond Principal Fund, (ii) a Series 2015 Bond Principal Account within the Bond Principal Fund, (iii) a Series 2010 Bond Interest Account within the Bond Interest Fund, (iv) a Series 2015 Bond Interest Account within the Bond Interest Fund, (v) a Series 2010 Debt Service Reserve Account within the Debt Service Reserve Fund, (vi) a Series 2015 Debt Service Reserve Account within the Debt Service Reserve Fund, (vii) a Series 2015 Project Account within the Project Fund, and (viii) a Series 2015 Rebate Account within the Rebate Fund.

Section 3.2. Payments into the Bond Principal Fund and the Bond Interest Fund. With respect to the Series 2015 Bonds, there shall be deposited into the Capitalized Interest Account of the Bond Interest Fund proceeds from the Series 2015 Bonds in the amount of \$0. Amounts on deposit in the Bond Principal Fund and the Bond Interest Fund shall be held, invested and applied as set forth in the Indenture.

Section 3.3. Use of Moneys in the Bond Principal Fund and the Bond Interest Fund. Section 3.4 of the Original Indenture is hereby amended and restated in its entirety as follows:

Except as provided in this Section and in Sections 3.16, 3.21, 6.3 and 8.5 of the Original Indenture, moneys in the Bond Principal Fund shall be used solely for the payment of the principal of and premium, if any, on the Bonds as due, and moneys in the Bond Interest Fund shall be used solely for the payment of the interest on the Bonds as due; provided, however, that (i) moneys in the Series 2010 Bond Principal Account of the Bond Principal Fund shall be used solely for the payment of the principal of and premium, if any, on the Series 2010 Bonds as due, (ii) moneys in the Series 2015 Bond Principal Account of the Bond Principal Fund shall be used solely for the payment of the principal of and premium, if any, on the Series 2015 Bonds as due, (iii) moneys in the Series 2010 Bond Interest Account of the Bond Interest Fund shall be used solely for the payment of the interest on the Series 2010 Bonds as due, and (iv) moneys in the Series 2015 Bond Interest Account of the Bond Interest Fund shall be used solely for the payment of the interest on the Series 2015 Bonds as due.

Section 3.4. Deposit to the Series 2015 Debt Service Reserve Account. Upon the issuance of the Series 2015 Bonds proceeds of the Series 2015 Bonds equal to the Debt Service Reserve Requirement with respect to the Series 2015 Bonds shall be deposited to the Series 2015 Debt Service Reserve Account of the Debt Service Reserve Fund. There shall also be deposited into the Series 2015 Debt Service Reserve Account of the Debt Service Reserve Fund any appropriations made by the State under the Credit Enhancement Program. Amounts on deposit in the Debt Service Reserve Fund shall be held, invested and applied as set forth in the Indenture. The Trustee shall notify the Issuer by November 1 of each year if the amount on deposit in the Series 2015 Debt Service Reserve Account of the Debt Service Reserve Fund falls below the Debt Service Reserve Fund Requirement with respect to the Series 2015 Bonds and the Issuer shall certify to the governor of the State by December 1 of each year the amount, if any,

required to restore amounts on deposit in the Series 2015 Debt Service Reserve Account of the Debt Service Reserve Fund to the Debt Service Reserve Fund Requirement with respect to the Series 2015 Bonds as provided in Section 4.11 of the Indenture.

Section 3.5. Use of Moneys in the Debt Service Reserve Fund. Section 3.7 of the Original Indenture is hereby amended and restated in its entirety as follows:

Except as provided in Sections 3.16, 3.21 and 6.3(b) of the Indenture, moneys in the Series 2010 Debt Service Reserve Account of the Debt Service Reserve Fund shall be used solely for the payment of principal of, premium, if any, and interest on the Series 2010 Bonds in the event moneys in the Series 2010 Bond Principal Account and in the Series 2010 Bond Interest Account are insufficient to make such payments when due, whether on an applicable Interest Payment Date, sinking fund redemption date, maturity date or otherwise. Moneys in the Series 2015 Debt Service Reserve Account of the Debt Service Reserve Fund shall be used solely for the payment of the principal of, premium, if any, and interest on the Series 2015 Bonds in the event moneys in the Series 2015 Bond Principal Account and in the Series 2015 Bond Interest Account are insufficient to make such payments when due, whether on an Interest Payment Date, sinking fund redemption date, maturity date or otherwise. Upon the occurrence of an Event of Default hereunder and the exercise by the Trustee of the remedy specified in Section 10.2(a) of the Agreement and Section 8.2(a) hereof, any moneys in the Series 2010 Debt Service Reserve Account of the Debt Service Reserve Fund shall be transferred by the Trustee to the Series 2010 Bond Interest Account and with respect to any moneys in excess of the amount required to be transferred to the Series 2010 Bond Interest Account, to the Series 2010 Bond Principal Account and applied in accordance with Section 8.5 hereof. Upon the occurrence of an Event of Default hereunder and the exercise by the Trustee of the remedy specified in Section 10.2(a) of the Agreement and Section 8.2(a) hereof, any moneys in the Series 2015 Debt Service Reserve Account of the Debt Service Reserve Fund shall be transferred by the Trustee to the Series 2015 Bond Interest Account and with respect to any moneys in excess of the amount required to be transferred to the Series 2015 Bond Interest Account, to the Series 2015 Bond Principal Account and applied in accordance with Section 8.5 hereof.

On the final maturity date of the Series 2010 Bonds any moneys in the Series 2010 Debt Service Reserve Account may be used to pay the principal of and interest on the Series 2010 Bonds on such final maturity date. On the final maturity date of the Series 2015 Bonds any moneys in the Series 2015 Debt Service Reserve Account may be used to pay the principal of and interest on the Series 2015 Bonds on such final maturity date. In the event of the redemption of the Series 2010 Bonds in whole (or in part pursuant to Section 5.3A hereof), any moneys in the Series 2010 Debt Service Reserve Account of the Debt Service Reserve Fund shall be transferred to the Series 2010 Bond Principal Account of the Bond Principal Fund and applied to the payment of the principal of and premium, if any, on the Series 2010 Bonds. In the event of the redemption of the Series 2015 Bonds in whole (or in part pursuant to Section 5.3A hereof), any moneys in the Series 2015 Debt Service Reserve Account of the Debt Service Reserve Fund shall be transferred to the Series 2015 Bond Principal Account of the Bond Principal Fund and applied to the payment of the principal of and premium, if any, on the Series 2015 Bonds.

The Trustee shall value the Investment Obligations in the Debt Service Reserve Accounts of the Debt Service Reserve Fund on each applicable Interest Payment Date at the lesser of their market value plus accrued interest to the valuation date or cost. The weighted average maturity of the Investment Obligations in the Debt Service Reserve Accounts of the Debt Service Reserve Fund shall not exceed two (2) years. If on any valuation date the amount in the Debt Service Reserve Accounts of the Debt Service Reserve Fund (determined pursuant to this Section) is greater than the applicable Debt Service Reserve Fund Requirement, such excess shall be transferred by the Trustee to the applicable Bond Interest Account and credited in accordance with Section 3.6 of the Indenture. If on any valuation date the amount in either Debt Service Reserve Account of the Debt Service Reserve Fund (determined pursuant to this Section) is less than the applicable Debt Service Reserve Fund Requirement, the Trustee shall immediately notify the Borrower in writing of the amount of such deficit and request that the Borrower deposit with the Trustee such amount in equal monthly installments to be paid on the next succeeding Disbursement Dates such that the amount on deposit in the Series 2010 Debt Service Reserve Account is equal to the Debt Service Reserve Fund Requirement for the Series 2010 Bonds within 12 months of such valuation date, and the amount on deposit in the Series 2015 Debt Service Reserve Account is equal to the Debt Service Reserve Fund Requirement for the Series 2015 Bonds prior to November 1 of each year.

Within five (5) Business Days of any transfer of funds from either Debt Service Reserve Account of the Debt Service Reserve Fund to the applicable Bond Principal Account or Bond Interest Account because of a deficiency therein, the Trustee shall give written notice to the Borrower of such transfer and of the amount of the deficiency, if any, of amounts then on deposit in such Debt Service Reserve Account as of such date and request that the Borrower deposit with the Trustee an amount equal to such deficiency in equal monthly installments to be paid on the next succeeding Disbursement Dates such that the amount on deposit in the Series 2010 Debt Service Reserve Account is equal to the Debt Service Reserve Fund Requirement for the Series 2010 Bonds within 12 months of such transfer of funds, and the amount on deposit in the Series 2015 Debt Service Reserve Fund Account is equal to the Debt Service Reserve Fund Requirement for the Series 2015 Bonds prior to November 1 of each year.

Amounts on deposit in the Debt Service Reserve Fund shall be: (a) held in trust solely for the benefit of the Registered Owners and the Beneficial Owners; (b) be applied only in accordance with the provisions of this Indenture; and (c) except as otherwise set forth herein, the Borrower shall have no legal, equitable nor reversionary interest in, or right to, such amounts. In the event of any Act of Bankruptcy by a Borrower, such Borrower undertakes pursuant to the Loan Agreement in no event to assert, claim or contend that any portion of the Debt Service Reserve Fund is property of its bankruptcy estate as defined by 11 U.S.C. § 541.

Section 3.6. Payments into the Repair and Replacement Fund. There shall be deposited into the Repair and Replacement Fund from the proceeds of the Series 2015 Bonds, an aggregate amount equal to \$0. Amounts on deposit in the Repair and Replacement Fund shall be held, invested and applied as set forth in the Indenture.

Section 3.7. Payments into and Use of Moneys in the Project Fund; Disbursements. The balance of the proceeds of the issuance and delivery of the Series 2015 Bonds remaining after the deposits required by Sections 3.2, 3.3, 3.4 and 3.6 hereof in the amount of \$[_____] shall be deposited in the Series 2015 Project Account of the Project Fund. Each disbursement of moneys on deposit in the Series 2015 Project Account shall only be disbursed to the Borrower upon (i) satisfaction of the requirements set forth in Section 4.2 of the Agreement; (ii) upon submission by the Borrower to the Trustee of a requisition signed by the Borrower in the form attached as Exhibit B to the Second Amendment to the Loan Agreement; and (iii) the receipt by the Trustee of an endorsement to the title insurance policy from the Title Company insuring the first priority of the Series 2015 Mortgage subject only to the title exceptions set forth on such policy.

As soon as practicable following the date of completion of the Series 2015 Project (as such date is certified to the Trustee in writing by the Borrower) and in any event not later than the third anniversary of the Closing Date (as such date may be extended by delivery to the Trustee of an opinion of Bond Counsel to the effect that such extension will not adversely affect the exclusion of interest on the Series 2015 Bonds from gross income for federal income tax purposes and such extension is permitted by the Act and the Indenture), any balance remaining in the Series 2015 Project Account shall without further authorization be transferred by the Trustee from the Series 2015 Project Account for deposit in the Bond Principal Fund and used to pay the maturing principal on the Series 2015 Bonds or for the redemption of the Series 2015 Bonds.

Section 3.8. Costs of Issuance Account; Payment of Costs of Issuing Series 2015 Bonds. With respect to the Series 2015 Bonds, there shall be deposited into the Cost of Issuance Fund \$[_____] consisting of the proceeds of the Series 2015 Bonds. The Trustee is hereby authorized to and directed to disburse funds from the Cost of Issuance Fund for each payment in accordance with Section 4.4 of the Agreement; provided, however, the Trustee is authorized and directed to disburse funds from the Cost of Issuance Fund for each payment in connection with the Series 2015 Bonds upon receipt of a requisition signed by an Authorized Representative of the Borrower in the form attached hereto as Exhibit B. Any moneys remaining in the Cost of Issuance Fund 90 days after the Closing Date shall be transferred to the Bond Interest Fund and such Fund may be terminated.

Section 3.9. Revenue Fund. Paragraphs FIRST, SECOND, THIRD, FIFTH and SIXTH of Section 3.22 of the Original Indenture are hereby amended and restated as follows:

FIRST: with respect to the Series 2010 Bonds on each Disbursement Date commencing after the date of issuance of the Series 2010 Bonds, for deposit in the Series 2010 Bond Interest Account of the Bond Interest Fund, an amount (after taking into consideration amounts then on deposit in the Series 2010 Bond Interest Account, and including amounts in the Capitalized Interest Account) equal to one-third of the interest due on the Series 2010 Bonds on the next succeeding Interest

Payment Date for the Series 2010 Bonds; plus all amounts due as to interest on the Series 2010 Bonds on the immediately preceding Disbursement Date as described in this paragraph which have not otherwise been credited or transferred to the Series 2010 Bond Interest Account, and with respect to the Series 2015 Bonds on each Disbursement Date commencing after the date of issuance of the Series 2015 Bonds, for deposit in the Series 2015 Bond Interest Account of the Bond Interest Fund, an amount (after taking into consideration amounts then on deposit in the Series 2015 Bond Interest Account, and including amounts in the Capitalized Interest Account) equal to one-sixth of the interest due on the Series 2015 Bonds on the next succeeding Interest Payment Date for the Series 2015 Bonds; plus all amounts due as to interest on the Series 2015 Bonds on the immediately preceding Disbursement Date as described in this paragraph which have not otherwise been credited or transferred to the Series 2015 Bond Interest Account; provided, however, that the deposit of monies from the Revenue Fund to the Series 2010 Bond Interest Account and the Series 2015 Bond Interest Account pursuant to this paragraph FIRST shall in all events be done on a parity basis according to the amount of the Series 2010 and the Series 2015 Bonds Outstanding on such date;

SECOND: with respect to the Series 2010 Bonds on each Disbursement Date commencing after the date, if any, on which the Series 2010 Bonds become subject to mandatory sinking fund redemption, for deposit in the Series 2010 Bond Principal Account of the Bond Principal Fund: (a) an amount equal to one-twelfth of the principal due on the Series 2010 Bonds on the next succeeding Principal Payment Date for the Series 2010 Bonds; plus (b) all amounts due as to principal on the Series 2010 Bonds on the immediately preceding Disbursement Date as described in this paragraph which have not otherwise been credited or transferred to the Series 2010 Bond Principal Account; and with respect to the Series 2015 Bonds on each Disbursement Date commencing on the Disbursement Date in [____], for deposit in the Series 2015 Bond Principal Account of the Bond Principal Fund: (a) an amount equal to one-twelfth of the principal due on the Series 2015 Bonds on the next succeeding Principal Payment Date for the Series 2015 Bonds; plus (b) all amounts due as to principal on the Series 2015 Bonds on the immediately preceding Disbursement Date as described in this paragraph which have not otherwise been credited or transferred to the Series 2015 Bond Principal Account; provided, however, that the deposit of monies from the Revenue Fund to the Series 2010 Bond Principal Account and the Series 2015 Bond Principal Account pursuant to this paragraph SECOND shall in all events be done on a parity basis according to the amount of the Series 2010 and the Series 2015 Bonds Outstanding on such date;

THIRD: with respect to the Series 2010 Bonds on each Disbursement Date commencing after the date of issuance of the Series

2010 Bonds, to the Series 2010 Debt Service Reserve Account of the Debt Service Reserve Fund, the amount required, if any, under Section 3.7 of the Indenture, to restore the balance in the Series 2010 Debt Service Reserve Account to the Debt Service Reserve Requirement for the Series 2010 Bonds in twelve (12) equal installments; and with respect to the Series 2015 Bonds on each Disbursement Date commencing after the date of issuance of the Series 2015 Bonds, (i) first, to the Series 2015 Debt Service Reserve Account of the Debt Service Reserve Fund, the amount required, if any, under Section 3.7 of the Indenture, to restore the balance in the Series 2015 Debt Service Reserve Account to the Debt Service Reserve Requirement for the Series 2015 Bonds prior to November 1 of each year in equal installments, and (ii) second, to the Issuer, the amount required, if any, to reimburse the State for appropriations made or other amounts paid to or by the Issuer under the Credit Enhancement Program for the benefit of the Borrower; provided, however, that the deposit of monies from the Revenue Fund to the Series 2010 Debt Service Reserve Account and the Series 2015 Debt Service Reserve Account pursuant to this paragraph THIRD shall in all events be done on a parity basis according to the amount of the Series 2010 and the Series 2015 Bonds Outstanding on such date;

FIFTH: on each Disbursement Date commencing after the date of issuance of the Series 2010 Bonds (i) to the Expense Fund, an amount equal to one-sixth of the Trustee's Fees and Trustee's Expenses due on the next payment date with respect to the Trustee's Fee, plus (ii) to the Expense Fund, an amount equal to one-twelfth of the Issuer's Annual Fee due on the next invoiced date, plus (iii) to the Expense Fund, an amount equal to one-twelfth (1/12) of the annual Rating Agency surveillance fee due on the next invoiced date, plus (iv) any amount previously due as described under (i), (ii) or (iii) of this paragraph but that remains unpaid because of an insufficiency in Pledged Revenues available therefor;

SIXTH: on each Disbursement Date commencing after the date of issuance of the Series 2015 Bonds, to the Tax and Insurance Escrow Fund, an amount equal to (i) the payment required to be made pursuant to Section 5.1(c) of the Agreement, plus (ii) all amounts that were previously due under (i) of this paragraph but were not transferred because of an insufficiency in Revenues available therefor;

ARTICLE IV COVENANTS OF THE ISSUER

Section 4.1. Covenant to Request Appropriations from the State Legislature.
Section 4.11 is hereby added to the end of Article IV of the Original Indenture as follows:

Section 4.11 Covenant to Request Appropriations from the State Legislature. The Issuer shall certify by December 1 of each year to the governor of the State the amount, if any, required to restore amounts on deposit in the Series 2015 Debt Service Reserve Account of the Debt Service Reserve Fund to the Debt Service Reserve Fund Requirement for the Series 2015 Bonds.

ARTICLE V

CONFIRMATION OF ORIGINAL INDENTURE

As supplemented by this Second Supplemental Indenture, and except as provided herein, the Original Indenture is in all respects ratified and confirmed, and the Original Indenture and this Second Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the Original Indenture shall apply and remain in full force and effect with respect to this Second Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

ARTICLE VI

MISCELLANEOUS

Section 6.1. Illegal, etc. Provisions Disregarded. In case any provision in this Second Supplemental Indenture shall for any reason be held invalid, illegal, or unenforceable in any respect, this Second Supplemental Indenture shall be construed as if such provision had never been contained herein.

Section 6.2. Applicable Law. This Second Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of Utah.

Section 6.3. Headings for Convenience Only. The descriptive headings in this Second Supplemental Indenture are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 6.4. Counterparts. This Second Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when so executed and delivered, shall constitute but one and the same instrument.

Section 6.5. Second Supplemental Indenture Construed with Original Indenture. All of the provisions of this Second Supplemental Indenture supplement and amend the Original Indenture, and shall be deemed to be, and shall be construed as, part of the Original Indenture to the same extent as if fully set forth therein.

Section 6.6. Provisions Relating to the Credit Enhancement Program. Section 11.17 is hereby added to the end of Article XI of the Original Indenture as follows:

Section 11.17 Provisions Relating to the Credit Enhancement Program. Notwithstanding any other provision of the Indenture or Loan Agreement to the contrary, so long as the Series 2015 Bonds or any Additional Bonds issued pursuant to the Credit Enhancement Program remain Outstanding and there has not been and is continuing Non-Appropriation the following provisions shall apply:

(a) The maturity of the Bonds shall not be accelerated or the Bonds redeemed pursuant to Section 5.3A hereof without the prior written consent of the Issuer.

(b) If there has been an appropriation under the Credit Enhancement Program for the benefit of the Borrower that has not been reimbursed by the Borrower, the Issuer shall be deemed to be the sole Owner of the Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the Bonds are entitled to take pursuant to the Indenture, the Loan Agreement, the Mortgage and any other document related thereto; provided, however, that the Issuer shall not without the consent of all the Owners of the Series 2010 Bonds at the time Outstanding and all the Owners of any Additional Bonds not issued under the Credit Enhancement Program at the time Outstanding (i) extend the maturity of, reduce the principal amount of, reduce the rate of, extend the time of payment of interest on, or reduce the premium payable upon any redemption of, the Series 2010 Bonds or any Additional Bonds not issued under the Credit Enhancement Program; (ii) deprive the Registered Owner of any Series 2010 Bond then Outstanding or the Registered Owner of any Additional Bond not issued under the Credit Enhancement Program then Outstanding of the lien or the priority of the lien created by this Indenture (other than as permitted by the Indenture when such Series 2010 Bond or Additional Bond was initially issued); (iii) allow a privilege or priority of any Bond or Bonds over any Series 2010 Bond or Bonds or any Additional Bond or Bonds not issued under the Credit Enhancement Program; (iv) reduce the aggregate principal amount of the Bonds, if any, required for consent to a supplemental indenture or amendment to the Agreement as set forth in the Indenture; or (v) take any action that would, in the opinion of Bond Counsel, adversely affect the status of the Series 2010 Bonds as Qualified School Construction Bonds.

(c) To the extent not otherwise required, the Borrower shall pay or reimburse the Issuer any and all charges, fees, costs and expenses which the Issuer may reasonably pay or incur in connection with (i) the administration, enforcement, defense, or preservation of any rights or security in the Indenture or Loan Agreement, (ii) the pursuit of any remedies under the Indenture or any other related document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Indenture, the Loan Agreement or any other related document whether or not executed or completed, or (iv) any litigation or other dispute in connection with the Indenture, the Loan Agreement or the transactions contemplated thereby.

(d) The Indenture shall not be discharged and the Loan Agreement shall not be terminated until all obligations of the Borrower owing to the Issuer or the State under the Credit Enhancement Program or otherwise shall have been paid in full. The Borrower's obligation to pay such amounts shall expressly survive payment in full of the Bonds.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Second Supplemental Trust Indenture to be executed in their respective corporate names by their duly authorized officers, all as of the date first written above.

UTAH CHARTER SCHOOL FINANCE
AUTHORITY

By: _____
Chair

ATTEST:

By: _____
Secretary

ZIONS FIRST NATIONAL BANK,
as Trustee

By: _____

Name: _____

Title: _____

In accordance with Section 10.5 of the Original Indenture, the Borrower consents to the execution and delivery of the Second Supplemental Indenture:

UTAH CHARTER ACADEMIES, dba
AMERICAN PREPARATORY
ACADEMY OF DRAPER, dba
AMERICAN PREPARATORY
ACADEMY – DRAPER 2, dba
AMERICAN PREPARATORY
ACADEMY AND THE SCHOOL FOR
NEW AMERICANS and dba AMERICAN
PREPARATORY ACADEMY
ACCELERATED SCHOOL, as Borrower

By: _____
Name: _____
Its: _____

The Owner of all the Series 2010 Bonds Outstanding hereby consents to this Second Supplemental Trust Indenture and hereby waives any notice required pursuant to Section 10.02 of the Indenture as of the date of execution hereof.

GOLDMAN SACHS BANK USA

By: _____
Authorized Signatory

EXHIBIT A

FORM OF SERIES 2015 BONDS

UNLESS THE TRUSTEE AND THE ISSUER HAVE RECEIVED AN INVESTMENT GRADE NOTICE, THE SERIES 2015 BONDS MAY BE TRANSFERRED ONLY TO AN “ACCREDITED INVESTOR” AS THAT TERM IS DEFINED IN RULE 501 OF REGULATION D UNDER THE SECURITIES ACT OR A “QUALIFIED INSTITUTIONAL BUYER” AS THAT TERM IS DEFINED UNDER RULE 144A OF THE SECURITIES ACT. ANY TRANSFER IN VIOLATION OF THIS PROVISION SHALL BE NULL AND VOID.

UTAH CHARTER SCHOOL FINANCE AUTHORITY
CHARTER SCHOOL REVENUE BONDS
(UTAH CHARTER ACADEMIES PROJECT)
SERIES 2015

REGISTERED
NUMBER R-____

\$_____

<u>Initial Interest</u> <u>Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP No.</u>
[_.__]%	[_____]	April [__], 2015	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

Utah Charter School Finance Authority (the “Issuer”), a body politic and corporate duly organized under the laws of the State of Utah, for value received, hereby promises to pay, from the sources hereinafter described, the principal amount stated above in lawful money of the United States of America to the Registered Owner named above, or registered assigns, on the maturity date stated above (unless this Bond shall have been called for prior to redemption, in which case on such redemption date), upon the presentation and surrender hereof at the designated corporate trust office of Zions First National Bank, as trustee (the “Trustee”) under a Trust Indenture dated as of December 1, 2010 (the “Original Indenture”), as supplemented and amended by a Second Supplemental Trust Indenture dated as of April 1, 2015 (the “Second Supplemental Indenture,” and together with the Original Indenture and all prior amendments thereto, the “Indenture”), by and between the Issuer and the Trustee (provided however, that except in the case of the final principal payment on the Bonds, the Registered Owner shall not be required to submit the Bonds to the Trustee for payments of principal pursuant to Section 5.3 of the Original Indenture), and to pay, from like sources, to the Person who is the Registered Owner hereof on the 1st day of the month of each Interest

Payment Date (the “Regular Record Date”) by check or draft mailed to such Registered Owner (except that registered owners of at least \$500,000 in aggregate principal amount of the Bonds (as defined below) Outstanding may, by written request received by the Trustee at least 10 Business Days (as defined in the Indenture) prior to the Regular Record Date, receive payment of interest by wire transfer at the address specified in such request, which address must be in the United States) at his or her address as it last appears on the registration books kept for that purpose at the offices of the Trustee, interest on said sum in like coin or currency from the Dated Date at the interest rate set forth above, payable on April 15 and October 15 of each year, commencing October 15, 2015, until payment of the principal hereof has been made or provided for. Any such interest not so timely paid or duly provided for shall cease to be payable to the Registered Owner hereof at the close of business on the Regular Record Date and shall be payable to the Registered Owner hereof at the close of business on a Special Record Date for the payment of any defaulted interest. Such Special Record Date shall be fixed by the Trustee whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the registered owners of the Bonds not less than 10 days prior thereto.

This Bond is one of Utah Charter School Finance Authority Charter School Revenue Bonds (Utah Charter Academies Project) Series 2015 (the “Series 2015 Bonds”) duly authorized by the Issuer in the aggregate principal amount of \$[_____], issued under and equally and ratably secured by the Indenture. The Series 2015 Bonds are Additional Bonds issued under the Indenture and have been issued under the Act (i) to assist in the financing and/or refinancing the costs of acquiring charter school facilities and the related sites located at 12892 S. Pony Express Road in Draper, Utah, 11938 S. Lone Peak Parkway, Draper, Utah and constructing an expansion to the charter school facilities located at 3636 West 3100 South in West Valley City, Utah, (ii) to fund a portion of Debt Service Reserve Fund Requirement, and (iii) to pay certain costs associated with the issuance of the Series 2015 Bonds (collectively, the “Project”).

As provided in the Indenture, the Issuer has previously issued bonds thereunder and may issue Additional Bonds secured on a parity basis with the prior bonds and Series 2015 Bonds (the prior bonds, together with the Series 2015 Bonds and Additional Bonds, the “Bonds”). Such Additional Bonds may be issued from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such Additional Bonds to be issued under the Indenture is limited only as provided in the Indenture.

The Bonds are special, limited obligations of the Issuer payable solely from and secured by (a) a pledge of certain rights of the Issuer under and pursuant to the Loan Agreement dated as of December 1, 2010 (the “Original Loan Agreement”) as amended by the First Amendment to the Loan Agreement, dated as of June 1, 2012 and the Second Amendment to the Loan Agreement, dated as of April 1, 2015, (collectively, the “Loan Agreement” or “Agreement”), between the Issuer and the Borrower, (b) a pledge of the Funds and Pledged Revenues as defined in the Indenture (other than the Rebate Fund, the Cost of Issuance Fund and the Tax and Insurance Escrow Fund) and (to the extent

provided in the Indenture) all trust accounts created under the Indenture and the Agreement, and (c) an assignment of the Issuer's security interest in the Pledged Revenues (as defined in and subject to the Agreement) of the Borrower to the extent permitted by law. The Loan Payments required by the Borrower under the Agreement constitute general obligations of the Borrower and are secured by a Deed of Trust, Assignment of Rents and Leases, Security Agreement, and Fixture Filing, dated as of April 1, 2015 (the "Series 2015 Mortgage"), on the land and improvements comprising the Project as described therein.

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE TRUST ESTATE, DO NOT GIVE RISE TO A GENERAL OBLIGATION OR LIABILITY OF THE ISSUER OR CHARGE AGAINST ITS GENERAL CREDIT AND SHALL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER. THE BONDS DO NOT CONSTITUTE A DEBT, LIABILITY OR LOAN OF CREDIT OR TAXING POWER OF THE STATE OF UTAH OR OF ANY POLITICAL SUBDIVISION THEREOF. THE ISSUANCE OF THE BONDS SHALL NOT DIRECTLY, INDIRECTLY OR CONTINGENTLY, OBLIGATE THE ISSUER, THE STATE OF UTAH OR ANY OTHER AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION THEREOF TO LEVY ANY FORM OF TAXATION THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT.

NOTWITHSTANDING ANY OTHER PROVISION OF THE INDENTURE OR THE BONDS, NEITHER THE BORROWER, THE TRUSTEE NOR ANY BONDHOLDER SHALL LOOK TO THE ISSUER FOR DAMAGES SUFFERED BY THE BORROWER, THE TRUSTEE OR SUCH BONDHOLDER AS A RESULT OF THE FAILURE OF THE ISSUER TO PERFORM, FAIL TO PERFORM OR INSUFFICIENTLY PERFORM ANY COVENANT, UNDERTAKING OR OBLIGATION UNDER THE ISSUER DOCUMENTS OR ANY OF THE OTHER DOCUMENTS REFERRED TO IN THE INDENTURE, NOR AS A RESULT OF THE INCORRECTNESS OF ANY REPRESENTATION MADE BY THE ISSUER IN ANY OF SUCH DOCUMENTS, NOR FOR ANY OTHER REASON.

The Bonds are subject to redemption on the dates, at the redemption prices and following such notice as set forth in the Indenture.

Except as set forth in the following paragraph, this Bond is fully transferable by the Registered Owner hereof in Person or by his or her duly authorized attorney on the registration books kept by the Trustee, upon surrender of this Bond together with a duly executed written instrument of transfer satisfactory to the Trustee; subject, however, to the terms of the Indenture which limit the transfer and exchange of Bonds during certain periods. Upon such transfer a new fully registered bond of Authorized Denomination or Denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor, all subject to the terms, limitations and conditions set forth in the Indenture. The Trustee and the Issuer shall require the payment by any Registered Owner of this Bond requesting exchange or transfer of the reasonable expenses of the Issuer, if any, of a reasonable transfer or exchange fee and of any tax or other

governmental charge required to be paid with respect to such exchange or transfer. The Issuer and the Trustee may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof, whether or not this Bond shall be overdue, for the purpose of receiving payment and for all other purposes, except to the extent otherwise provided here and in the Indenture with respect to Regular Record Dates and Special Record Dates for the payment of interest, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

The Series 2015 Bonds may be transferred only to an “accredited investor” as that term is defined by Rule 501 of Regulation D under the Securities Act or a “qualified institutional buyer” as that term is defined under Rule 144A of the Securities Act. Any transfer in violation of this provision shall be null and void.

To the extent permitted by, and as provided in, the Indenture, modifications or amendments of the Indenture, or of any indenture supplemental thereto, and of the rights and obligations of the Issuer and the Trustee but without the consent of the registered owners of the Bonds in certain cases described in the Indenture, including any change which does not materially adversely affect the interests of the registered owners of the Bonds, but also including provision for the issuance of Additional Bonds. Certain other amendments may be made by the Issuer and the Trustee with the consent of the registered owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding; provided, however, that no such modification or amendment shall be made which will constitute an extension of the maturity of, or a reduction in the principal amount of, or a reduction of any premium payable upon redemption of, any Bond, which are unconditional unless consented to by 80% of the Beneficial Owners adversely affected by such change. Any such consent by the Beneficial Owner of this Bond shall be conclusive and binding upon such Beneficial Owner and upon all future registered owners of this Bond and of any Bond issued upon the transfer and exchange of this Bond whether or not notation of such consent is made upon this Bond.

The Beneficial Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the pledge, assignment or covenants made therein or to take any action with respect to an event of default under the Indenture or to institute, appear in, or defend any suit, action or other proceeding at law or in equity with respect thereto, except as provided in the Indenture. In case an event of default under the Indenture shall occur, the principal of all the Bonds at any such time outstanding may be declared or may become due and payable, upon the conditions and in the manner and with the effect provided in the Indenture. The Indenture provides that such declaration may in certain events be rescinded by the Trustee, with the consent of the registered owners of a requisite principal amount of the Bonds then outstanding.

None of the members of the board of the Issuer or any Person executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

The liability and obligations of the Issuer under the Agreement and the Indenture with respect to all or any portion of the Bonds may be discharged at or prior to the

maturity or redemption of the Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Agreement and the Indenture.

No covenant or agreement contained in the Bonds or in the Indenture shall be deemed to be the covenant or agreement of any appointed official, officer, agent, servant or employee of the Issuer in his or her individual capacity or of any officer, agent, servant or employee of the Trustee in his or her individual capacity, and neither the members of the governing body of the Issuer nor any official executing the Bonds, including any officer or employee of the Trustee, shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

It is hereby certified, recited and declared that all conditions, acts and things required by the Constitution or statutes of the State or by the Act or the Indenture to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed.

Copies of the Indenture, the Agreement, the Deed of Trust and other documents relating to the Bonds are on file at the designated office of the Trustee, and reference is made to those instruments for the provisions relating, among other things, to the limited liability of the Issuer, the terms and security for the Bonds, the custody and application of the proceeds of the Bonds, the rights and remedies of the registered owners of the Bonds, amendments, and the rights, duties and obligations of the Issuer and the Trustee to all of which the Registered Owner hereof, by acceptance of this Bond, assents.

This Bond shall not be entitled to any benefit under the Indenture or any indenture supplemental thereto, or become valid or obligatory for any purpose until the Trustee shall have signed the certificate of authentication hereon.

IN WITNESS WHEREOF, the Utah Charter School Finance Authority has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signature of its Chair and attested by the manual or facsimile signature of its Secretary.

UTAH CHARTER SCHOOL FINANCE
AUTHORITY

By: _____
Chair

ATTEST:

By: _____
Secretary

(FORM OF CERTIFICATE OF AUTHENTICATION)

This is one of the Series 2015 Bonds described in the within mentioned Second Supplemental Indenture.

ZIONS FIRST NATIONAL BANK, AS
TRUSTEE

By: _____
Authorized Signatory

Date of Authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned,
hereby sells, assigns and transfers unto:

(Social Security or Other Identifying Number of Assignee)

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints the Trustee under the Indenture as registrar and attorney to register the transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:_____.

Signature: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

Notice: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company and must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT B

FORM OF COSTS OF ISSUANCE REQUISITION

(Cost of Issuance Fund)

Zions First National Bank, as Trustee

Re: Utah Charter School Finance Authority Charter School Revenue Bonds
(Utah Charter Academies Project) Series 2015

Trustee:

You are requested to disburse funds from the Costs of Issuance Fund pursuant to Section 3.8 of the Second Supplemental Indenture in the amount(s), to the person(s) and for the purpose(s) set forth in this requisition (the "Requisition"). The terms used in this requisition shall have the meaning given to those terms in the Trust Indenture, dated as of December 1, 2010 as subsequently supplemented by a First Supplemental Trust Indenture, dated as of June 1, 2012 and a Second Supplemental Trust Indenture, dated as of April 1, 2015 (collectively, the "Indenture"), each by and between the Utah Charter School Finance Authority and Zions First National Bank, as trustee, securing the above referenced Bonds.

1. REQUISITION NO.:
2. PAYMENT DUE TO:
3. AMOUNT TO BE DISBURSED: \$

4. The undersigned, on behalf of Utah Charter Academies, a Utah nonprofit corporation (the "Borrower"), certifies that:

(a) the expenditures for which moneys are requisitioned by this Requisition represent proper charges against the Cost of Issuance Fund, have not been included in any previous requisition and are set forth in the Schedule attached to this Requisition, with invoices attached for any sums for which reimbursement is requested; and

(b) the moneys requisitioned are not greater than those necessary to meet obligations due and payable or to reimburse the applicable party for funds actually advanced for Costs of Issuance.

(c) Attached to this Requisition is a Schedule, together with copies of invoices covering all items for which payment is being requested.

Date of Requisition: _____

UTAH CHARTER ACADEMIES, DBA
AMERICAN PREPARATORY ACADEMY
OF DRAPER, DBA AMERICAN
PREPARATORY ACADEMY - DRAPER 2,
DBA AMERICAN PREPARATORY
ACADEMY AND THE SCHOOL FOR NEW
AMERICANS, AND DBA AMERICAN
PREPARATORY ACADEMY
ACCELERATED SCHOOL, as Borrower

By: _____
Name: _____
Its: _____

EXHIBIT C

FORM OF CERTIFICATE OF COMPLIANCE

Zions First National Bank
170 South Main Street, Suite 200
Salt Lake City, Utah 84101

Robert W. Baird & Co. Incorporated
210 University Blvd., #460
Denver, CO 80206

Re: Utah Charter School Finance Authority Charter School Revenue Bonds
(Utah Charter Academies Project) Series 2015

Ladies and Gentlemen:

This will confirm that as of the date hereof, to the best knowledge of the undersigned, no Event of Default (as such term is defined in the Trust Indenture between Utah Charter School Finance Authority and Zions First National Bank (the "Trustee") dated as of December 1, 2010, as amended (the "Indenture")) has occurred and is continuing and no event has occurred which would constitute an Event of Default under any of the Borrower Documents (as such term is defined in the Indenture).

Respectfully,

UTAH CHARTER ACADEMIES, DBA
AMERICAN PREPARATORY
ACADEMY OF DRAPER, DBA
AMERICAN PREPARATORY
ACADEMY - DRAPER 2, DBA
AMERICAN PREPARATORY
ACADEMY AND THE SCHOOL FOR
NEW AMERICANS, AND DBA
AMERICAN PREPARATORY
ACADEMY ACCELERATED SCHOOL,
as Borrower

By: _____

Name: _____

Title: _____

TABLE OF CONTENTS

	Page
ARTICLE I SUPPLEMENTAL INDENTURE; DEFINITIONS	2
Section 1.1. Supplemental Indenture	2
Section 1.2. Uniform Definitions	2
Section 1.3. Amended and Restated Definitions	2
Section 1.4. Additional Definitions	5
ARTICLE II ISSUANCE OF THE SERIES 2015 BONDS	8
Section 2.1. Principal Amount, Designation and Series	8
Section 2.2. Date, Maturities and Interest	8
Section 2.3. Redemption.	9
Section 2.4. Delivery of Series 2015 Bonds	10
Section 2.5. Limited Obligation and Priority	11
ARTICLE III FUNDS AND ACCOUNTS	12
Section 3.1. Creation of Series 2015 Accounts	12
Section 3.2. Payments into the Bond Principal Fund and the Bond Interest Fund	13
Section 3.3. Use of Moneys in the Bond Principal Fund and the Bond Interest Fund	13
Section 3.4. Deposit to the Series 2015 Debt Service Reserve Account.	13
Section 3.5. Use of Moneys in the Debt Service Reserve Fund	14
Section 3.6. . Section 3.7 of the Original Indenture is hereby amended and restated in its entirety as follows:	14
Section 3.7. Payments into the Repair and Replacement Fund. 15	
Section 3.8. Payments into and Use of Moneys in the Project Fund; Disbursements. 16	
Section 3.9. Costs of Issuance Account; Payment of Costs of Issuing Series 2015 Bonds 16	
Section 3.10. Revenue Fund. 16	
ARTICLE IV COVENANTS OF THE ISSUER 18	
Section 4.1. Covenant to Request Appropriations from the State Legislature. 18	
ARTICLE V CONFIRMATION OF ORIGINAL INDENTURE 19	
ARTICLE VI MISCELLANEOUS 19	
Section 6.1. Illegal, etc. Provisions Disregarded 19	
Section 6.2. Applicable Law 19	
Section 6.3. Headings for Convenience Only 19	
Section 6.4. Counterparts 19	
Section 6.5. Second Supplemental Indenture Construed with Original Indenture 19	
Section 6.6. Provisions Relating to the Credit Enhancement Program 19	